3-25-74

BOOK 4810 PAGE 73 87A/126

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

M.42-1 P.15
M. 43-1 P.128
M. 43-13 P.311
M. 52-1 P.255

BETTY JEAN HENDRICKS)
)
VS.) NO. 71212
)
M.61-3 P.106
WILLIAM EDWARD HENDRICKS, SR.) M. 61-10 P.195
M. 71-16 P.272
M. 82-12 P.336
M. 83-13 P.330
M. 94-1 P.109 pw

FINAL DECREE

This cause came on to be heard on this 4th day of March, 1974 before the Honorable Benson Trimble, Judge, holding the Fourth Circuit Court for Davidson County, Tennessee, upon the complaint for an absolute divorce, the answer, the testimony of the plaintiff and her two corroborating witnesses in open court, statement of counsel for the respective parties and the entire record in this cause; and it appearing to the satisfaction of the court that the allegations of the complaint are fully sustained by the evidence, that is, that the defendant has been guilty of such cruel and inhuman treatment or conduct so as to render cohabitation unsafe and improper, and further that the plaintiff is entitled to the care, custody and control of the two minor children of the parties.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore existing between the parties be, and the same are hereby, forever and perpetually dissolved and that the plaintiff, Betty Jean Hendricks, be, and she is hereby awarded an absolute divorce from the defendant and restored to all of the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED by the Court that the plaintiff be and she is hereby awarded the care, custody and control of the two minor children of the parties, William Edward Hendricks, Jr. and Leasa Jane Hendricks, with reasonable visitation privileges being granted to the defendant herein.

And it further appearing to the satisfaction of the court that the parties hereto have executed an agreement in which said parties have attempted to settle and adjust their property rights and interest,

said agreement being in words and figures as follows, to-wit:

This agreement made and entered into by and between Betty Jean Hendricks, hereinafter referred to as the "Wife" and William Edward Hendrics, Sr., hereinafter referred to as the "Husband", both citizens and residents of Davidson County, Tennessee.

W I T N E S S E T H:

WHEREAS, the parties hereto were married on June 26, 1954 in Nashville, Tennessee, and two children have been born of the union, namely, William Edward Hendricks, Jr., and Leasa Jane Hendricks; and,

WHEREAS, the parties own certain real and personal property; and,

WHEREAS, certain differences have arisen between the parties which have caused them to determine that they can no longer continue the marital relationship and cohabit as man and wife, and they are now living separate and apart from each other; and

WHEREAS, it is the desire of both parties to settle and determine their property rights and all rights of support and maintenance, all dower and homestead rights and all other rights of whatever description existing between the parties arising out of the marital relationship, and to provide for the care and support of the aforementioned minor children;

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. The wife shall be vested with title to the homeplace of the parties located at 1048 Nesbitt Drive in Davidson County, Tennessee and all of the husband's right, title and interest in and to said real estate shall be divested and the same vested in the wife in fee simple. If the wife is granted a Decree of an Absolute Divorce the decree shall so provide the above, or if necessary, the husband agrees to execute a deed of conveyance conveying his said interest to the wife. The wife agrees to indemnify and hold the husband harmless from any mortgage obligation or otherwise on said homeplace from and after the date of vesting of title in her name. A full and accurate description of the above real estate shall be set forth in the decree.

2. The husband does hereby release and relinquish to the wife all right, title and interest in and to the household furnishings, belongings and appliances now located in the residence of the parties at 1048 Nesbitt Drive, excepting the husband's personal belongings which he shall retain as his own.

3. It is understood and agreed that the parties hereto own certain real estate located in Davidson County, Tennessee and it is their mutual desire as a part of this settlement agreement to separate and divide this real estate between them in an equitable manner. It is, therefore, agreed between them that if the wife is granted a decree of absolute divorce the said decree shall divest the husband of any right, title or interest that he may have and vest the same in the wife in fee simple, or, if necessary, he shall execute a deed of conveyance accomplishing the same, to the following parcels of real estate in Davidson County, Tennessee, to-wit: 1011 Horseshoe Lane, 4821 Lindell Street, 1420 Lillian Street, together with all of the improvements, fixtures, personal property, leases and otherwise located thereon. It is understood that the interest in this real estate being vested in the wife

shall be effective as of January 1, 1974 and any and all net rentals on said property, after expenses, shall be paid over by the husband to the wife from January 1, 1974 to the date of vesting of fee simple title in the wife. It is further understood and agreed that upon the vesting of title of the aforesaid real estate in the wife she will thereafter indemnify and hold the husband harmless on any mortgage indebtedness or otherwise against the subject real estate.

If the wife is granted a decree of absolute divorce by any court of competent jurisdiction the decree shall provide or, if necessary, the wife shall execute a deed of conveyance to the husband wherein all of the wife's right, title and interest shall be divested and all of her said interest to the following parcels of real estate located in Davidson County, Tennessee shall be vested in the husband, to-wit: 917-19 Woodland Street, Due Street, Hickory Street, 1211 North 8th Street, 308 Sarver, 737 Madison Street, together with all improvements thereon, fixtures, personal property, leases and otherwise. It is understood and agreed that the effective date of vesting of title in the husband shall be as of January 1, 1974. It is further understood and agreed that the husband shall indemnify and hold the wife harmless on any and all mortgage indebtednesses or otherwise against the subject properties which are being titled in him in fee simple absolute.

4. The husband does hereby release and relinquish to the wife all of his right, title and interest in and to the 1970 buick automobile normally operated by her and the 1969 chevelle automobile normally operated by the son of the parties and agree that within thirty (30) days from the date of execution of this agreement that he shall execute any and all instruments necessary to convey title to these two vehicles to the wife. The wife agrees that she shall release and relinquish any right, title and interest that she may have in and to any automobiles or vehicles owned by the husband and that, if necessary, she shall within thirty (30) days from the date of execution of this agreement sign any and all instruments necessary to convey title to any such vehicles to the husband.

5. Effective upon the date of the execution of this agreement the wife does hereby release and relinquish to the husband any right, title or interest that she may have in any common stocks, first or second mortgages, or any other assets owned by the husband other than as set forth in this instrument. She does further release to him any interest or ownership that she may have in and to any of the stock or assets of the B & B Silk Screen Printing Company, Inc., or the L-E Lettering Company, both being Tennessee corporations, or any other businesses owned by them at the date of this agreement and the wife does agree that she will execute any and all certificates or instruments that may be necessary to give full ownership of the assets of the above companies to the husband.

6. In the event the wife is granted an absolute divorce by a court of competent jurisdiction, the husband agrees to pay to the wife as alimony in solido the sum of Seventy-Five Thousand Dollars ($75,000.00) in cash payable over a period of twelve (12) years in equal monthly installments of Five Hundred Twenty and 83/100 Dollars ($520.83) each month for said twelve (12) year period beginning with the month in which the wife is granted an absolute divorce and on or before the 5th day of each month thereafter. In the event the husband should be in default on these payments and after having been given thirty days written notice by the wife to the husband of said default and the husband continues to be in default thereafter, then the entire balance of this lump sum alimony shall become due and payable to the wife. The husband's agreement to pay the Seventy-Five Thousand Dollars ($75,000.00) in lump sum alimony as provided above is without restriction or qualification but it is understood that said payments shall be taxable to the wife in the year in which they are received and deductible by the husband for federal income tax purposes.

To secure the payment of the aforesaid in solido alimony, the husband agrees that he shall take out insurance coverage on

his life naming the wife as beneficiary thereof in the nature of a decreasing term policy which shall at all times be in the amount of the unpaid balance due to the wife under this agreement to pay her said lump sum amount.

7. In the event the wife is granted a divorce by a court of competenet jurisdiction, the husband agrees to pay over to her as periodic alimony the sum of Two Hundred Dollars ($200.00) each and every month until such time as she dies or remarries. It is understood that said payments shall begin with the month in which such a divorce is granted and on or before the 5th day of each month thereafter.

8. The husband agrees to maintain and keep in full force and effect and to pay the premiums thereon when they become due Policy No. 356246 and Policy No. 385434 in the principal amounts of Five Thousand Dollars ($5,000.00) each with Shenandoah Life Insurance Company naming himself as the insured and the wife as the beneficiary thereon. Said policies shall be maintained free and clear of any loans or encumbrances and shall be maintained until the wife's death or remarriage.

9. The parties agree that the wife shall have the care, custody and control of the aforementioned minor children of the parties, subject to liberal and reasonable visitation rights by the husband and subject to such orders as a court of competent jurisdiction might enter during the minority of said children. The husband agrees that he shall do the following for the support and maintenance of said minor children, to-wit:

a. He shall pay over to the wife each month beginning with the month in which a divorce is granted to her the sum of Two Hundred Dollars ($200.00) per month for the support and maintenance of said minor children; provided, however, that if the minor children have not completed their high school education by the time that they reach the age of eighteen (18) years then said payments for support and maintenance shall continue until said child or children complete their high school education or reach the age of nineteen (19) years, whichever event occurs first. Payments for the support and maintenance of the minor children shall be reduced by one-half at such time as the oldest child is no longer entitled to support and maintenance under the provisions herein.

b. The husband agrees that he shall maintain in full force and effect his existing hopsitalization insurance policy naming the said children as beneficiaries thereof. He further agrees that he shall be responsible for any extraordinary medical, dental, orthodontic or psychiatric expenses that are in excess of the sum of One Hundred Dollars ($100.00). It is understood that the wife shall be responsible for routine medical care and that this provision is placed herein for the purposes of establishing responsibility on the husband for any emergency or unusual medical expenses.

c. The husband further agrees that he shall be responsible for any post high school education of either or both of the said children, in the event either or both seek the same, provided, however, that his responsibility to pay for any such expenses shall be limited to the child's tuition, school books and room and board expenses while attending school and only in the event said child is a full-time student (if the child has a part-time job to supplement income this shall not exclude him from being considered a full-time student).

10. The husband agrees to hold harmless and indemnify the wife on any and all notes executed by him individually or jointly with

the wife prior to the execution of this agreement excepting any of the notes upon the real estate being vested in the wife herein and as to those obligations the wife agrees to hold harmless and indemnify the husband.

11. The husband further agrees to hold the wife harmless from any debts incurred by the parties individually or jointly prior to the date of the execution of this agreement other than those matters which may be otherwise set forth herein.

12. It is further understood and agreed that this Property Settlement Agreement is intended to be a final settlement of the property rights and interest of the respective parties hereto and a full discharge of their respective claims and obligations to each other and a full discharge from all other claims arising out of their marital relationship, including without limitation, dower, curtesy, statutory allowance, and homestead rights. They further agree that from and after thedate of this agreement that neither party will contract any indebtedness upon the credit of the other. The wife agrees that she accepts the provisions of this agreement in full and final settlement of all claims and demands for alimony or for any other provisions for the support and maintenance except as is provided for and contemplated by this agreement.

13. This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs or assigns.

14. It is further understood and agreed by and between the parties that this agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the agreement is fair and that it is being entered into voluntarily and with advice of counsel.

15. In the event the wife is granted an absolute divorce by a court of competent jurisdiction the husband agrees to pay her attorney of record an attornyes fee which fee shall be agreed upon in advance and if not so agreed upon he will pay the fee awarded by the court in which said divorce action is heard.

16. It is further understood and agreed that this agreement shall in no way restrict either party's right to maintain a suit for divorce, and it shall in no way restrict either party's right to make defense to such suit. It is understood and agreed by the parties that in the event the wife is granted a decree of absolute divorce by a court of competent jurisdiction, this instrument shall be incorporated in the divorce decree insofar as it undertakes to settle the matter of alimony and property rights of the parties, and subject to the approval of the court those questions relating to custody and child support.

IN WITNESS WHEREOF, the parties have read this instrument and signed the same on this the 1st day of March, 1974.

/s/ _____
Betty Jean Hendricks

/s/ _____
William Edward Hendricks

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said County and State, the within named Betty Jean Hendricks, who acknowledged that she executed the above instrument for the purposes therein contained.

Witness my hand and official seal, this 1st day of March, 1974.

/s/ Mary Ann Selley
Notary Public

My Commission expires: 7-23-74

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said County and State, the within named William Edward Hendricks, Sr., who acknowledged that he executed the above instrument for the purposes therein contained.

Witness my hand and official seal, this 1st day of March, 1974.

/s/ Anna C. Anderson
Notary Public

My Commission expires:

And the Court being satisfied that the above agreement is a fair and reasonable settlement of the property rights and interest of the parties hereto and that the same shall be ratified and approved by the Court in its entirety.

IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED by the Court that the above Property Settlement Agreement executed by the plaintiff and the defendant, said agreement being set forth above in its entirety and the original thereof filed herein and made a part of the record, be, and the same is hereby, approved in its entirety and made the judgment of this Court as fully and completely as though each and every item therein had been separately adjudicated and for the enforcement of which the processes of this Court may issue, if necessary.

IT IS FURTHER ORDERED by the Court that pursuant to the above property settlement agreement entered into between the parties that all of the defendant's, William Edward Hendricks, Sr., right, title and interest in the following described parcels of real estate

be, and the same are hereby divested out of him completely and vested in the plaintiff, Betty Jean Hendricks, absolutely in fee simple, as her sole and separate property, said parcels of real estate being more particularly described as follows, to-wit:

Property known as 1048 Nesbitt Drive.

Land in Davidson County, Tennessee, being Lot No. 16 on the Plan of Ozark Hills, as of record in Book 3700, page 20, corrected in Book 3959, page 626, Register's Office for said County.

Said Lot No. 16 fronts 140 feet on the northerly side of Nesbitt Drive and runs back 366.5 feet on the easterly line and 208.5 feet on the westerly line, to a line in the rear on which it measures 210.9 feet.

Being the same property conveyed to W. E. Hendricks, Sr. and wife, Betty R. Hendricks, by deed from Castleman Construction Company, a Tennessee Corporation, of record in Book 4398, page 615, of the Register's Office of Davidson County, Tennessee.

Property known as 1011 Horseshoe Drive.

Land in Davidson County, Tennessee, being Lot No. 55 on the Map of Locust Grove Estates, as of record in Book 1424, page 11, Register's Office for said County.

Said Lot No. 55 fronts 60 feet on the southerly side of Horseshoe Drive and runs back between parallel lines, 175 feet to a dead line.

Being the same property conveyed to William E. Hendricks, Sr., and wife, Betty Jean Hendricks, by deed from James D. Brannon, et ux of record in Book 4262, page 390, of the Register's Office of Davidson County, Tennessee.

Property known as 1420 Lillian Street.

Land in Davidson County, Tennessee, being Lot No. 156 of Block "P" on the Plan of the Lindsley's Home Place, as of record in Plan Book 2, page 92, Chancery Court at Nashville.

Said Lot No. 156 fronts 50 feet on the southerly side of Lillian Avenue and extends back between parallel lines, with the westerly margin of 15th Street, 150 feet to an alley.

Being the same property conveyed to W. E. Hendricks, by deed from Virginia Clemons Robinson and husband, William Andrew Robinson, of record in Book 4440, page 485 of the Register's Office of Davidson County, Tennessee.

Property known as 4821 Lindell.

Land in Davidson County, Tennessee, being Lot No. 27 on the Map ofLindell Heights, as of record in Book 1835, page 14, Register's Office for said County.

Said Lot No. 27 fronts 75 feet on the south side of Lindell Street and runs back between lines, 193 feet on the west line and 197.5 feet on the east line, which is a broken line, to a dead line in the rear on which it measures 47.9 feet.

Being the same property conveyed to William Edward Hendricks and wife, Betty Jean Hendricks, by deed from Chester E. Green and wife, as of record in Book 2498, page 33, of the Register's Office for Davidson County, Tennessee.

IT IS FURTHER ORDERED by the Court that pursuant to the above property settlement agreement entered into between the parties hereto that all of the right, title and interest which the plaintiff, Betty Jean Hendricks, has in and to the below described real estate, be, and the same is hereby divested out of her completely and all of her said interest vested in the defendant, William Edward Hendricks, Sr., absolutely in fee simple, as his sole and separate property, said parcels of real estate being more fully described as follows, to-wit:

Property known as 917-19 Woodland Street.

Land in Davidson County, Tennessee, being Lots Nos. 4 and 5 in M. Vaughn's Plan of Lots in Edgefield, now East Nashville, as of record in Book 21, page 143, Register's Office for said County.

Said Lot No. 4 fronts 50 feet on the northerly side of Woodland Street and runs back between parallel lines, 170 feet, more or less, to an alley.

Said Lot No. 5 fronts 48½ feet on the northerly side of Woodland Street and runs back between parallel lines 170 feet, more or less, to an alley.

Being the same property conveyed to William E. Hendricks and wife, Betty Jean Hendricks, by deed from First American National Bank, Trustee, etc., of record in Book 4185, page 610 of the Register's Office for Davidson County, Tennessee.

Property known as 1211 North 8th Street.

Land in Davidson County, Tennessee, being Lots Nos. 334 and 335 on the Plan of Oakwood Park, as of record in Book 421, page 12, Register's Office for said County.

Said Lots Nos. 334 and 335 front together 60 feet on the easterly side of North Eighth Street and runs back between parallel lines, 165 feet to an alley.

Being the same property conveyed to William E. Hendricks, Sr., by deed from Hal E. Wilson and wife, as of record in Book 4512, page 973, Register's Office for said County.

Property known as 1011 Dew Street.

Land in Davidson County, Tennessee, being the east 44 feet of Lot No. 43 and the West 4 feet of Lot No. 44 of the N. H. Hobson Subdivision of A. J. Caldwell Heirs Property, as of record in Book 421, page 78, Register's Office for said County, and being Lot No. 3 on an unrecorded resubdivision of certain lots in the Caldwell Subdivision.

Said parts of said Lots 43 and 44 adjoin and front together 48 feet on the north side of Dew Street, formerly Caldwell Street, and runs back between parallel lines, 150 feet to an alley.

Being the same property conveyed to William E. Hendricks, Sr., by deed from Hal E. Wilson, Jr., and wife, as of record in Book 4512, page 971, Register's Office for said County.

Property known as 300 Hickory Street.

Land in Davidson County, Tennessee, being Lot No. 31 and the westerly 25 feet of Lot No. 30, Block D, on the Map of Crittenden Estates, as of record in Book 947, page 69, Register's Office for said County.

Said lot and part of lot front together 75 feet on the southerly side of Oak Street and extends back between Parallel lines, 140 feet to a dead line.

Being the same property conveyed to William E. Hendricks Sr., and wife, Betty Jean Hendricks, by deed from Lillie Bell Adams, a widow, as of record in Book 4352, page 260, of the Register's Office for Davidson County, Tennessee.

Property known as 308 Sarver Drive.

Land in the 11th, formerly the 19th Civil District of Davidson County, Tennessee, being part of Lot D, on the corrected map of W. P. Ready Subdivision of the Thornton Tract, as of record in Book 332, page 110, Register's Office for said County, and described according to an unrecorded survey made by Ralph W. C. Lambert, Surveyor, dated July 19, 1957 and revised August 29, 1957, as follows:

BEGINNING at an iron pin in the southerly margin of Sarver Avenue, formerly Madison Avenue, at a point 75 feet west of the common corner of Lots D & E; thence south 4 degrees 30 minutes west 230.0 feet to an iron pin; thence south 80 degrees 20 minutes west 60 feet to an iron pin; thence in a northerly direction 232.9 feet to an iron pin in the southerly margin of Sarver Avenue; thence with said Avenue in an easterly direction 60 feet to the point of beginning.

Being the same property conveyed to William E. Hendricks, Sr., and wife, Betty Jean Hendricks, by deed from William D. Castleman, Trustee, as of record in Book 4599, page 311 of the Register's Office for Davidson County, Tennessee.

Property known as 737 Madison Boulevard.

Land in Davidson County, Tennessee, being Lot No. 1, Block "L" of Power and Roth's Madison Park Subdivision, as of record in Book 843, page 7, Register's Office for said County.

Said Lot No. 1 fronts 50 feet on the easterly side of Madison Boulevard, and extends back between parallel lines, 200 feet to a dead line.

Being the same property conveyed to William E. Hendricks Sr., by deed from Thomas E. Swann, Jr., and wife, as of record in Book 4621, page 545 of the Register's Office for said County.

And it further appearing to the Court that the plaintiff has prayed that her solicitor of record be granted an attorneys fee in this cause and that the parties hereto have been unable to agree upon the amount of said fee, the Court took the question of the amount of said fee under advisement pending the filing by the plaintiff's counsel of a statement setting forth his time, work and recommendations for the fee and any response to that statement by defendant's counsel and those letters from both plaintiff's counsel and defendant's counsel having been received by the Court and filed as a part of the record in this cause, the Court does find by its Memorandum Opinion dated March 11, 1971 and incorporated herein by reference the same as if set forth verbatim that the fee requested by the solicitor representing the plaintiff in the amount of $8,000.00 is a reasonable one but that due to the Property Settlement Agreement the Court is of the opinion that one-half of this amount shall be paid by the plaintiff and one-half shall be paid by the defendant.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff's solicitor of record in this Cause, John W.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received

Kelley, be, and he is hereby awarded a solicitor's fee for services rendered to the plaintiff in this Cause in the total amount of $8,000.00 and of that amount he shall have and recover of the defendant the sum of $4,000.00 and shall have and recover of the plaintiff the sum of $4,000.00, for which amount the execution process of this Court may issue, if necessary.

IT IS FURTHER ORDERED by the Court that the costs of this cause are hereby adjudged against the defendant, and an execution is awarded for the collection thereof as well as for the collection of any other item herein adjudicated, if the same be necessary.

Enter this 25 day of March, 1974.

S Benson Trimble
Benson Trimble, Judge

APPROVED FOR ENTRY:

ORTALE, KELLEY, HERBERT & CRAWFORD

By: _____
Solicitors for Plaintiff

_____
Joe P. Binkley,
Solicitor for Defendant

CERTIFICATE OF SERVICE

The undersigned does hereby certify that a copy of this Decree has been placed in the United States Mail to the Honorable Joe P. Binkley, Solicitor for the Defendant herein.

This 21 day of March, 1974.

_____

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IDENTIF. REFERENCE

APR 26 2 52 PM '74

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

APR 26 MISC A* 24.00 * 24.00

Mail John Kelley. atty
3rd Nat'l Bank Bldg
Nash. Tenn

Docket Number 71212 Minute Book 87A page 126

STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a correct* ~~transcript~~ copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Betty Jean Hendricks *Plaintiff, and* William Edward Hendricks *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 26th *day of* April *in the year one thousand nine hundred and* seventy-four *and in the* 198th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Anthony N. Bowers, *D. C.*